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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

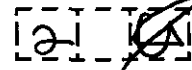


395

To the Registrar of Companies

For official use

Company number



346680

Name of company

* WOLSTENHOLME RINK PLC ("the Company")

Date of creation of the charge

29 September 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 29 September 2000 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Bank by the Company under the Working Capital Facility and BACS Facility whether actually or contingently, whether pursuant to the Guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of the Company under the Working Capital Facility and/or BACS Facility in connection with foreign exchange transactions, acceptances, discounting or otherwise or under the Working Capital Facility and/or BACS Facility in connection with guarantees, bonds, indemnities,

continued on continuation sheet 1, page 2

Names and addresses of the mortgagees or persons entitled to the charge

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 5th Floor, Broad Street House, 55 Old Broad Street, London EC2P 2HL ("the Bank")

Presentor's name address and
reference (if any):

DLA
3 Noble Street
London EC2V 7EE

AL/klh/banking

hugginsk\forms395\wol-rnkB

Time critical reference

For official use
Mortgage Section

Post room



A08
COMPANIES HOUSE

0382
14/10/00

1. FIXED AND FLOATING CHARGES

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under the Deed:

1.1 The Company charged to the Bank by way of first legal mortgage:

1.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in Part I of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA

Date 13 October 2000

On behalf of [company] [mortgagee/chargee] †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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bold block lettering

Company Number

346680

Name of Company

WOLSTENHOLME RINK PLC ("the Company")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of their business charge in respect of the Working Capital Facility and/or BACS Facility provided by the Bank for keeping the Company's account ("Secured Obligations")

Please complete
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NOTE

In this form:-

"Banking Documents" means the Facilities Agreement, the Fees Letter, the Working Capital Facility Letter, the Security Documents, Intercreditor Deed, the Hedging Documents, any Deed of Accession (all as more particularly defined in the Facilities Agreement), and any other document for the time being between any Obligor (as more particularly defined in the Facilities Agreement) and the Bank expressed to be supplemental thereto (except that the Hedging Documents will only be deemed to be Banking Documents for the purposes of the Facilities Agreement after they have been executed and delivered to the Bank in accordance with Clause 7 of the Facilities Agreement (Conditions Subsequent));

"Charged Property" means the property referred to in Clauses 4 and 5 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"Charging Companies" means Wolstenholme Rink plc (CRN: 346680) and Wolstenholme International Limited (CRN: 1394122) and "Charging Company" means any of them;

"Collections Account" means a denominated account to pay into all Receivables in the ordinary course of its business (each a "Collections Account")

"Event of Default" means any of the events specified in Clause 27.1 of the Facilities Agreement (Default);

"Facilities Agreement" means the facilities agreement dated 25 July 2000 between (1) Newco (1a) Limited (2) Law 2185 Limited and (3) the Bank;

"Guarantee" means the Guarantee contained in Clause 2 of the Deed as extended by the Third Schedule thereto;

"Intellectual Property" means all and any inventions patents applications for patents registered designs applications for registered designs trade and service marks whether registered or unregistered applications for trade and service marks trade names design rights licences copyrights of all descriptions (and rights by whatever name called affording equivalent or similar protection) confidential information know-how trade secrets research and development information design standards specifications computer software tables of data bills of material calculations formulae product codings and designations and rights under the International Convention for the Protection of Industrial Property 1983 (and licences and permissions granted in respect of any of the aforesaid) (in each case wherever the same may be located) and any other property in the nature of intellectual property;

"Non Charging Sub Shares" means the issued shares in the capital of the non-charging Subsidiaries (as more particularly defined in the Facilities Agreement);

continued on continuation sheet 2, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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1.1.2 all other freehold and leasehold interests in the properties as at 29 September 2000 vested in it but title to which is not registered at HM Land Registry described in Part II of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

1.2 The Company charged to the Bank by way of first fixed charge:

1.2.1 all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge pursuant to Clauses 4.1.1 or 4.1.2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

1.2.2 all estates and interests not hereinbefore effectively charged as at 29 September 2000 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 29 September 2000 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company as at 29 September 2000 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;

1.2.3 all stocks, shares (including but not limited to shares in any subsidiary but for the avoidance of doubt, any shares held in Cepree Products Limited and Both MD Industries by the Company), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 29 September 2000 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

1.2.4 the goodwill of the Company and its uncalled capital as at 29 September 2000 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);

1.2.5 all its Intellectual Property;

1.2.6 all plant, vehicles and machinery as at 29 September 2000 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

1.2.7 all chattels as at 29 September 2000 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

1.2.8 all its Receivables;

continued on continuation sheet 2, page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

346680

Name of Company

WOLSTENHOLME RINK PLC ("the Company")

~~limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Permitted Disposals" means:

- (i) Disposals (as more particularly defined in the Facilities Agreement) by any Group Company (as more particularly defined in the Facilities Agreement) of assets (including cash) in the ordinary course of the trading or business activities of that Group Company on arm's length terms and for full consideration; or
- (ii) Disposals (as more particularly defined in the Facilities Agreement) by one Charging Company to another Charging Company; or
- (iii) provided no Event of Default or Potential Event of Default (as more particularly defined in the Facilities Agreement) has occurred which has not been waived by the Bank or remedied, Disposals (other than of any shares in Group Companies (as more particularly defined in the Facilities Agreement) and those falling in any other category of this definition) on arm's length terms by Group Companies, in respect of which the disposal value of any single item does not exceed £50,000 and provided that the aggregate value in respect of all such disposals by all Group Companies in any Accounting Period (as more particularly defined in the Facilities Agreement) does not exceed £100,000; or
- (iv) provided no Event of Default or Potential Event of Default (as more particularly defined in the Facilities Agreement) has occurred which has not been waived by the Bank or remedied, Disposals on arm's length terms of surplus obsolete or redundant plant equipment or other assets not required for the efficient operation of its business; or
- (v) Disposals of cash for any purpose not restricted by the Facilities Agreement; or
- (vi) Disposal of the Print Supplies Business by Target (and others) pursuant to the Demerger Documents and as described in the Tax Restructuring Memorandum (all as more particularly defined in the Facilities Agreement); or
- (vii) Disposals to which the Bank has given its prior written consent;

"Permitted Security Interest" means:

- (i) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having a substantially similar effect);
- (ii) any Security Interest arising under the Banking Documents;
- (iii) any Security Interest over any asset arising in the ordinary course of business as a result of a title-retention or title transfer provision in the contract relating to the acquisition of that asset;
- (iv) any Security Interest existing at the Unconditional Date (as more particularly defined in the Facilities Agreement) pending the discharge thereof pursuant to Clause 7.4 of the Facilities Agreement (Existing Security Interest Being Discharged) and identified as such in the Existing Security Interest List (as more particularly defined in the Facilities Agreement);

continued on continuation sheet 3, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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1.2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) (the "Contracts") held by the Company in connection with its business or the use of any Charged Property specified in any other paragraph or sub-paragraph of Clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;

1.2.10 all monies standing to the credit of any account held by the Company, including any Collections Accounts;

1.3 The Company charged to the Bank by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed but excluding for the avoidance of doubt, any shares held in Cepree Products Limited and Both MD Industries by the Company.

1.4 The security from time to time constituted by or pursuant to the Deed shall:

1.4.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations and it was declared that no prior security held by the Bank over the Charged Property or any part thereof shall merge into the security created by the Deed or pursuant thereto; and

1.4.2 remain in full force and effect as a continuing security until the earlier of (i) the Bank having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

2. CHARGES ON NON CHARGING SUB SHARES BY THE COMPANY

2.1 The Company, as sole beneficial owner hereby as continuing security for the payment, discharge and performance of all the Secured Obligations:

2.1.1 mortgaged and charged and agreed to mortgage and charge to the Bank all Non Charging Sub Shares held as at 29 September 2000 or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and

2.1.2 mortgaged and charged and agreed to mortgage and charge to the Bank all the Related Rights accruing to all or any of the Non Charging Sub Shares held as at 29 September 2000 or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and

2.1.3 undertook to comply with its obligations under Clause 5.2 of the Deed.

2.2 The Company shall by way of security for the Secured Obligations:

2.2.1 immediately deposit by way of security with the Bank all bearer instruments and certificates or other documents evidencing an entitlement to the Non Charging Sub Shares and share transfer forms in blank in respect of those Shares as are in certificated form and the Bank will hold the same by way of security on the terms set out in the Deed;

continued on continuation sheet 3, page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

346680

Name of Company

WOLSTENHOLME RINK PLC ("the Company")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete
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(v) any Security Interest to be granted by Wolstenholme Bronze Powders Corporation in favour of Newco (2A) Limited of its shareholding in Faust Thermographic Supply Inc provided that contemporaneously with the grant of such Security Interest, Wolstenholme Bronze Powders Corporation executes the Faust Assignment (as more particularly defined in the Facilities Agreement);

(vi) any Security Interest which the Bank has at any time in writing agreed shall be a Permitted Security Interest;

"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under Hedging Arrangements (as more particularly defined in the Facilities Agreement), VAT and all other amounts recoverable or receivable by the Company from other persons due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Bank under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Related Rights" means, in relation to the Non Charging Sub Shares, all dividends and interest paid or payable in relation thereto and all stocks, shares, securities (and the dividends or interest thereon), rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise in respect of any of the Non Charging Sub Shares or in substitution or exchange for any of the Non Charging Sub Shares;

"Security Interest" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, standard security, assignation in security, bond and floating charge or any other security agreement or arrangement entered into for the purpose and having the effect of providing security (excluding retention of title clauses) whether relating to existing or future assets (including, without limitation the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

"Working Capital Facility" means the working capital facility in an amount of up to £4,000,000 (or the equivalent in Optional Currencies (as more particularly defined in the Facilities Agreement)) (which limit excludes the BACS facility made available thereunder) or such other amount as shall be made available by the Bank to the Working Capital Borrowers under the terms of the Working Capital Facility Letter (both as more particularly defined in the Facilities Agreement).

SCHEDULE

Part I

Details of Registered Land

Land on the north east side of Lower Eccleshill Road, Darwen - LA499678

Part II

Details of Unregistered Land

None

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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2.2.2 immediately on receipt of any certificate or other document evidencing any entitlement to any further or other Non Charging Sub Shares deposit it with the Bank together with such share transfer forms in blank which the Bank will hold by way of security on the terms set out in the Deed.

2.3 The Company authorised the Bank following an Event of Default which is continuing unremedied and unwaived:

2.3.1 to arrange for any of the Non Charging Sub Shares which are in registered form to be registered in the name of the Bank or a nominee of the Bank (if required by the Bank to perfect the Bank's security); and

2.3.2 (following exercise of its powers of realisation) to transfer or cause any of the Non Charging Sub Shares to be transferred to and registered in the name of any purchase or transferee.

2.4 The Company shall from time to time on the request of the Bank execute and sign all transfers, powers of attorney and other documents and give such instructions and directions as the Bank may require for perfecting its title to any of the Non Charging Sub Shares or for vesting the same in itself in order to perfect the security constituted by the Deed or its nominee or, in the exercise of its powers or realisation, in any purchaser or transferee.

2.5 Unless and until the security constituted by the Deed becomes enforceable, and, while it remains so, the Company shall be entitled:

2.5.1 to receive all dividends, interest and income from the Non Charging Sub Shares and, if necessary, the Bank shall, and shall cause its nominee to release or account for the same to the relevant Charging Company; and

2.5.2 to exercise all the voting rights and other rights and powers attached or incidental to the Non Charging Sub Shares, and if necessary for this purpose, the Bank shall and shall cause its nominees either to exercise such voting and other rights and powers attached to or incidental to the Non Charging Sub Shares from time to time in accordance with the directions of the Company or to appoint the Company or any person nominated by it to be the proxy of the Bank or its nominees to exercise such voting and other rights and powers attached to or incidental to the Non Charging Sub Shares in accordance with the directions of the Company PROVIDED HOWEVER THAT the Company shall not, without the previous consent in writing of the Bank, exercise or require the Bank or its nominees or any such proxy to exercise the voting rights attached to any of the Non Charging Sub Shares in favour of resolutions having any of the following effects, namely:

2.5.2.1 any change in the terms of the Non Charging Sub Shares concerned; or

2.5.2.2 any other matter which, in the opinion of the Bank, would be contrary to the provisions of the Banking Documents.

In the event of any meeting of the holders of any of the Non Charging Sub Shares being called for the purpose of passing a resolution relating to any such matters referred to above the Bank shall vote or procure its nominees or proxies to vote in respect of the Non Charging Sub Shares registered in their name or under their control in such manner as they shall in their entire discretion consider to be in the interests of the security constituted by the Deed.

continued on continuation sheet 4, page 4

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

346680

Name of Company

WOLSTENHOLME RINK PLC ("the Company")

~~limited~~

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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2.6 Any time after the security becomes enforceable, and while it remains so, and without any further consent or authority on the part of the Company, the Bank may exercise at its discretion (in the name of the Company or otherwise) in respect of any of the Non Charging Sub Shares any voting rights and any powers or rights which may be exercised by the person or persons in whose name or names the Non Charging Sub Shares are registered or who is the holder or bearer of them including (but without limitation) all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 (as amended by section 9 of the Trustee Investment Act 1961) in respect of securities or property subject to a trust.

3. CRYSTALLISATION OF FLOATING CHARGE

3.1 The Bank may by notice in writing to the Company convert the floating charge created pursuant to Clause 4.3 of the Deed into a fixed charge as regards all or any of the Company's assets charged under Clause 4.3 of the Deed and specified in the notice if:

3.1.1 an Event of Default occurs which remains unremedied or unwaived; or

3.1.2 the Bank in its absolute discretion (acting in good faith) considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process.

3.2 The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of the Company:

3.2.1 on the convening of any meeting of the members of the Company to consider a resolution to wind up the Company; or

3.2.2 on the presentation of a petition (other than a petition determined by the Bank to be frivolous or vexatious) to wind up the Company which is not discharged within fourteen days; or

3.2.3 on the appointment of an administrator to the Company; or

3.2.4 if the Company fails to comply with its obligations under Clause 7 of the Deed PROVIDED ALWAYS that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of the Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of.

3.3 Service by the Bank of a notice pursuant to Clause 6.1 of the Deed above in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the Bank's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Bank.

4. NEGATIVE PLEDGE AND FURTHER SECURITY

4.1 The Company covenanted with the Bank that during the continuance of the security it shall not without the consent in writing of the Bank:

4.1.1 create, extend or permit to subsist any Security Interest (other than a Permitted Security Interest) upon any of the Charged Property to secure any liability, actual or contingent;

continued on continuation sheet 5, page 4

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 5
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

346680

Name of Company

WOLSTENHOLME RINK PLC ("the Company")

~~limited~~

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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4.1.2 save as permitted or required under the Deed or under the Facilities Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property;

4.1.3 save other than a Permitted Disposal under the Facilities Agreement, sell, factor, assign or otherwise deal in or dispose of any of its book debts or other debts (present or future) including any of its negotiable instruments, rights of tracing, unpaid vendors licences or similar associated rights, rental income or royalties.

4.2 Without prejudice to the generality of the covenant for further assurance deemed to be included in the Deed by virtue of Section 2(1)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, the Company shall from time to time whensoever requested by the Bank and at the Company's cost, execute in favour of the Bank, or as the Bank may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions of the Deed or the Facilities Agreement and the Bank shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Deed for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Bank may reasonably require and may contain provisions such as are contained in the Deed and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Bank shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00346680

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 29th SEPTEMBER 2000 AND CREATED BY WOLSTENHOLME RINK LIMITED FOR SECURING ALL INDEBTEDNESS, LIABILITIES AND OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE WORKING CAPITAL FACILITY AND BACS FACILITY ON ANY ACCOUNT WHATSOEVER WHETHER PURSUANT TO THE GUARANTEE OR OTHERWISE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th OCTOBER 2000.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E